

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 18 TO LEASE NO. GS-11P-LVA02138
ADDRESS OF PREMISES 1550 Wilson Boulevard Arlington, Virginia 22209-2406	PDN Number:

THIS AMENDMENT is made and entered into between **Fluorine, LLC**

whose address is 1550 Wilson Boulevard
Arlington, Virginia 22209-2464

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended effective November 10, 2020, upon execution by the Government as follows:

This Lease Amendment (LA) Number 18 is hereby issued to extend the Lease Term by **forty-nine (49) months and twenty-two (22) days**, commencing on November 10, 2020, and ending on December 31, 2024 ("Extension Term"), subject to the termination right by the Government as outlined in section 3 below.

- Premises:** During the Extension Term, the premises covered by this Lease shall remain unchanged for a total of 33,857 BOMA rentable square feet (RSF) yielding 27,364 ANSI BOMA Office Area Square Feet (ABOA SF) of office space in the building located at 1550 Wilson Boulevard, Arlington, VA 22209. The premises consist of the entire fourth (4th) floor for 22,708 RSF / 18,353 ABOA SF hereinafter referred to as "Block 1", and a portion of the 5th floor for 11,149 RSF / 9,011 ABOA SF hereinafter referred to as "Block 2".
- Annual Rent:** Subject to a 2% annual escalation as illustrated in the following table, during this Extension Term, effective as of November 10, 2020, the annual rent shall be **\$1,345,815.75** (\$39.75 x 33,857 RSF), payable at the rate of **\$112,151.31** per month in arrears. This annual rent is inclusive of a base for operating costs and real estate taxes, and will be subject to adjustments as further detailed in this LA.

This Lease Amendment contains 2 pages and 2 attachments.

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Fluorine, LLC

Signature:

Name:

Title:

Date:

(b) (6)

DAVE SCHWARTZ
MANAGING MEMBER
 11/6/20

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Date:

DocuSigned by:

Sylvia H. Nicolas

Sylvia H. Nicolas

Lease Contracting Officer

GSA, Public Buildings Service

11/10/2020

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

(b) (6)

DS Zeng
Accountant
 11/6/2020

	Entire Space	Block 1	Block 2
RSF	33,857.00	22,708.00	11,149.00
% of Occupancy	23.6245%	15.8450%	7.7795%
	Annual Rent	Annual Rent	Annual Rent
Year 1	\$1,345,815.75	\$902,643.00	\$443,172.75
Year 2	\$1,372,732.07	\$920,695.86	\$452,036.21
Year 3	\$1,400,186.71	\$939,109.78	\$461,076.93
Year 4	\$1,428,190.44	\$957,891.97	\$470,298.47
Year 5	\$1,456,754.25	\$977,049.81	\$479,704.44

¹ The above annual rent(s) shall be adjusted by CPI effective Year 2.

3. **Termination Right:** The Government shall have the right to terminate "Block 1" of the leased premises, at any time after fifteen (15) months of this extension term, by providing not less than 120 days' written notice to the Lessor prior to the termination effective date.
4. **Operating Expenses:** During the extension term, for the purpose of CPI adjustments required in Section 3.7 and 3.8 of SFO No. 07-016, the base operating cost amount included in the above annual rent shall be re-established as (b) (4). This base consists of (b) (4) for "Block 1" and (b) (4) for "Block 2", and is inclusive of the cost for the Lessor to provide daytime cleaning services for the entire premises. Per this LA, during the Extension Term, the first CPI adjustment shall be due on November 10, 2021, by comparing the Index of October 2021 to the Index of October 2020.
5. **Real Estate Taxes (RET):** During the extension term, for the purpose of RET adjustments required in Section 3.5 of SFO No. 07-016, the Government percentage of occupancy shall remain 23.6245% (33,857 RSF leased premises / 143,313 RSF total building). The Government percentage of occupancy for "Block 1" and "Block 2" shall remain 15.8450% and 7.7795% respectively. During the extension term, the RET base included in the above annual rent(s) shall be re-established as Calendar Year (CY) 2021. The first RET adjustment shall be due effective January 1, 2022, and shall be calculated by comparing the RET amount for CY 2022 to that for CY 2021, using the percentage of 23.6245% from January 1, 2022 through the effective termination date of "Block 1" and 7.7795% after that date.
6. **Broker Commission and Commission Credit:** CBRE, Inc. is the authorized real estate Broker representing the Government in connection with this Lease Extension. The total Commission amount has been established as (b) (4) due upon execution of this LA. Only (b) (4) of this Commission amount will be payable by the Lessor to CBRE, Inc. The remaining balance of (b) (4) shall be applied as a one-time credit/abatement against rent due to the Lessor for the first month of this extension term as indicated below:
- Rent due to Lessor for December 2020 shall be: \$97,014.51 (b) (4)
7. **General Clauses:** FAR Clause 52.204-25, titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service or Equipment (AUG 2020) – Attachment #2" and attached to this LA, shall be added to the General Clauses (GSA Form 3517B) of the Lease.

INITIALS:

(b) (6)

LESSOR

&

DS
SHW
GOV'T